

EXHIBIT 71

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PATREON, INC.

ELECTRONICALLY
FILED

*Superior Court of California,
County of San Francisco*

11/14/2022
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

PATREON, INC.,

Plaintiff,

v.

DOES 1-50,

Defendants.

Case No.

COMPLAINT FOR:

CGC-22-602931

- 1. Intentional Interference with Contractual Relations**
- 2. Breach of Contract**
- 3. Trespass to Chattels**
- 4. Unfair Competition**
[Bus. & Prof. Code § 17200]
- 5. Unjust Enrichment**

DEMAND FOR JURY TRIAL

1 **I. INTRODUCTION**

2 1. Patreon owns and operates a website and online platform¹ that allows artists (known on
3 the Patreon site as “creators”) to generate income by offering paid “memberships” to their most
4 dedicated fans (known on the site as “patrons”).

5 2. In exchange for purchasing memberships, patrons often receive exclusive member
6 benefits such as access to a creator’s non-public (or “paywalled”) content on the Patreon website.

7 3. Much like an art gallery that limits entry to paid ticket holders, the Patreon business
8 model requires the ability to establish and maintain *content exclusivity* – that is, the ability to allow paid
9 members to access creator content and to prevent access by non-members. Patreon has dedicated
10 significant resources to developing a secure platform that protects content exclusivity.

11 4. Unfortunately, websites that host exclusive and valuable material are often targeted by
12 thieves seeking to pirate content, and Patreon is not immune.

13 5. Defendants are content thieves who use a custom-built “scraping” tool to pirate Patreon
14 content, which they import to their own website in order to generate advertising revenues and
15 donations.

16 6. In addition to pirating Patreon content *themselves*, Defendants recruit and equip third-
17 party Patreon users to steal and upload Patreon content *on their behalf*. This stolen content is also
18 funneled to Defendants’ website, where it generates revenue for Defendants.

19 7. By their conduct, Defendants have engaged in intentional and tortious interference with
20 the contracts between Patreon and its users, breached their own contracts with Patreon, committed
21 tortious trespass to chattels, and engaged in unfair competition under Cal. Bus. & Prof. Code § 17200.

22 8. Defendants have been unjustly enriched by their conduct while causing significant and
23 irreparable harm to Patreon, its creators, and its products.

24 9. As set forth in this complaint, Patreon is entitled to monetary damages, injunctive and
25 equitable relief, and punitive damages against Defendants.

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¹ Found at <https://www.patreon.com>.

1 **II. PARTIES**

2 10. Patreon is a corporation duly organized and existing under the laws of the State of
3 Delaware, with its principal place of business in San Francisco, California.

4 11. The true names and capacities, whether individual, corporate, associate, or otherwise, of
5 Defendants sued herein as Does 1 through 50, inclusive, are unknown to Patreon, which sues said
6 Defendants by fictitious names. Patreon is informed and believes, and on that basis alleges, that
7 Defendants are liable to Patreon as a result of their participation in all or some of the conduct described
8 in this complaint.

9 12. Patreon is informed and believes, and on that basis alleges, that at all times relevant to
10 this complaint, each Defendant was the agent of the other Defendants, and, in engaging in the conduct
11 described in this complaint, was acting within the course and scope of such agency.

12 **III. JURISDICTION AND VENUE**

13 13. This Court has general subject matter jurisdiction over the claims asserted in this
14 complaint and no statutory exceptions to jurisdiction exist.

15 14. This Court has personal jurisdiction over Defendants because they have contractually
16 consented to the jurisdiction of California state courts to resolve this dispute. Specifically, Patreon is
17 informed and believes, and on that basis alleges, that Defendants – themselves Patreon users – have
18 agreed to Patreon’s Terms of Use, which establishes that any disputes between Patreon and Defendants
19 “will be resolved in the federal or state courts located in San Francisco, California.”²

20 15. As an independent basis for personal jurisdiction, Defendants have purposefully directed
21 their activities at California residents, including Patreon, with the knowledge that their conduct would
22 cause harm in this state. Patreon’s causes of action arise out of and are related to those activities.

23 16. Patreon is a Delaware corporation with its principal place of business in San Francisco,
24 California. On information on belief, none of the Defendants resides in California, or the county in
25 which they reside is unknown to Patreon. Venue therefore is proper in this County pursuant to Code of
26 Civil Procedure § 395(a).

27
28 ² Found at <https://www.patreon.com/policy/legal>.

1 **IV. FACTS**

2 **The Patreon Website and Business Model**

3 17. The Patreon website and platform – found at www.patreon.com – allows creators to
 4 generate income by offering paid monthly memberships to patrons. In exchange for purchasing
 5 memberships, patrons often receive exclusive benefits from creators that are only available to paid
 6 members, such as access to a creator’s paywalled content on the Patreon website.

7 18. Patreon creators can offer memberships at various tiers (*e.g.*, \$5, \$10, or \$15 per month),
 8 with higher-value benefits often incentivizing membership at higher tiers.

9 19. To purchase a membership, patrons provide their credit-card or banking information to
 10 Patreon and select their desired membership tier. Patreon processes patrons’ membership payments on a
 11 recurring monthly basis (until terminated by the patron) and distributes membership revenue to creators
 12 as taxable income. Patreon retains a percentage of processed membership payments as a platform and
 13 payment-processing fee.

14 20. In addition to facilitating payments, Patreon provides an online platform where creators
 15 can post, and patrons can access and enjoy, exclusive creator content. For example, a creator working in
 16 visual arts may offer high-resolution downloads of her illustrations to her \$5-per-month patrons. The
 17 creator uploads her illustrations to the Patreon website then specifies that the work is available to her \$5-
 18 per-month patrons. When a patron initiates a \$5-per-month membership, he is given access to the
 19 creator’s feed, where he can access, download, and enjoy the creator’s exclusive content.

20 21. This value-for-value exchange between creators and patrons is the bedrock of Patreon’s
 21 business, and the value offered by creators – *i.e.*, access to patron-only content – often depends entirely
 22 on the content’s *exclusivity*. Thus, if Patreon cannot control access to exclusive creator content, the
 23 content’s value is dramatically (or entirely) diminished.

24 22. For this reason, Patreon has dedicated significant resources to developing a secure
 25 platform that allows creators to share exclusive content with paying patrons while preventing access by
 26 non-patrons.

Patreon’s User Policies

23. Patreon requires all users to affirmatively accept Patreon’s Terms of Use,³ Security Policy,⁴ and Community Guidelines⁵ (together, the Patreon “Policies”), first as part of the account-creation process, and periodically thereafter on an as-needed basis (*e.g.*, when Patreon updates its Policies).

24. The Policies form the contract between Patreon and its users, and establish, in relevant part, that users may not engage in “data mining,” defined in the Security Policy as “crawl[ing], scrap[ing] or otherwise index[ing] information on Patreon.”

25. Creators retain ownership of their content posted to the Patreon website, and they grant Patreon a “royalty-free, perpetual, irrevocable, non-exclusive, sublicensable, worldwide license to use, reproduce, distribute, perform, [and] publicly display” such content on the Patreon website.

Defendants’ Unlawful Activities

26. Defendants are a consortium of individuals or entities that steal and distribute paywalled Patreon content for profit.

27. Defendants have registered,⁶ own, and operate a publicly accessible website (referred to hereafter as the “Piracy Website”).⁷

28. The Piracy Website functions primarily as a repository and “public archive” of paywalled Patreon content that Defendants and others have stolen using a custom-built “scraping” tool – *i.e.*, a piece of software that automatically, and *en masse*, harvests and imports paywalled Patreon content to

³ Found at <https://www.patreon.com/policy/legal>.

⁴ Found at <https://www.patreon.com/policy/security>.

⁵ Found at <https://www.patreon.com/policy/guidelines>.

⁶ Website domain registrars are required to collect basic identifying information regarding their customers. According to records obtained from domain registrar Namecheap, Defendants registered the Piracy Website domain using a fictitious name and address on or around June 24, 2020. Public records show the Piracy Website is hosted by a Russian internet infrastructure company called IQWeb FZ-LLC (d/b/a DDoS-Guard), which, on information and belief, specializes in hosting sites engaged in illegal activity.

⁷ The Piracy Website’s URL is known to Patreon but intentionally omitted here, since including the URL could drive traffic to the Piracy Website and compound Patreon’s damages.

1 the Piracy Website.⁸

2 29. Once the stolen content has been imported to the Piracy Website, the Defendants have
3 made, and continue to make, the stolen content available the general public, including to non-patrons
4 (*i.e.*, those who have not paid to access the content).⁹ As stated on the Piracy Website's
5 homepage: "[Piracy Website] is a public archiver for [] Patreon ... Contributors here upload content and
6 share it here for easy searching and organization. To get started viewing content, either search for
7 creators on the artists page, or search for content on the posts page. If you want to contribute content,
8 head over to the import page."

9 30. To obtain content from the Patreon website, Defendants' scraping tool requires a Patreon
10 "session key" associated with an active Patreon user account.

11 31. On information and belief, Defendants are registered Patreon users and use their Patreon
12 accounts (and associated session keys) to access, scrape, and upload Patreon content to the Piracy
13 Website.

14 32. On information and belief, Defendants also utilize session keys associated with hacked
15 Patreon accounts – *i.e.*, accounts with compromised login credentials – to access, scrape, and upload
16 paywalled Patreon content to the Piracy Website.

17 33. Beyond serving as a repository for stolen content, Defendants use the Piracy Website to
18 recruit and equip third-party Patreon users to exploit *their own* Patreon accounts (and associated session
19 keys) to access and scrape Patreon content, for distribution on the Piracy Website.

20 34. To facilitate this *indirect* content piracy, Defendants make their scraping tool readily
21 accessible to Piracy Website visitors, along with detailed instructions and tutorials on how Patreon users
22 can use the tool, as shown in the screenshots below.

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26 ⁸ The "official twitter account for [Piracy Website]" describes the site as "a scraper for Patreon." On
information and belief, Defendants control this twitter account.

27 ⁹ Visitors to the Piracy Website can search for pirated content from specific creators (called "Artists" on
28 the Website), view recently imported content, and consume "random" content.

Import From Paysite

Paysite:

Patreon

Session key:

[Learn how to get your session key.](#)



Allow administrator to use my session for debugging

Contributed debugging keys are encrypted using a strong RSA 4096 key that only the administrator can decipher.



Allow the importer to save my session key for auto-import

If enabled, new posts will automatically be imported every 24 hours without manual intervention. Direct message importing still requires manual import. See notes below for security information.




Allow the importer to access your direct messages

You will be able to manually approve or discard messages before they are publicly displayed.

Submit key

How To Get Your Session Key

Patreon, Fanbox, SubscribeStar, Gumroad, DLsite, Fantia

 needs your session key in order to access posts from the artists/creators you are subscribed to

Below are the respective cookies for the supported paysites.

- For *Patreon*, your session key is under `session_id`.
- For *Fanbox*, your session key is under `FANBOXSESSID`.
- For *Gumroad*, your session key is under `_gumroad_app_session`.
- For *SubscribeStar*, your session key is under `_personalization_id`.
- For *DLsite*, your session key is under `__DLsite_SID`.
- For *Fantia*, your session key is under `_session_id`.

After going to the paysite you want to import and signing in, ([Patreon](#)/[Fanbox](#)/[Gumroad](#)/[SubscribeStar](#))

35. On information and belief, Defendants profit from the Piracy Website in at least two ways: (1) by selling advertising space on the Piracy Website; and (2) by soliciting donations from Piracy Website visitors.

36. Defendants have been unjustly enriched by their direct and indirect content piracy, and have caused significant and irreparable harm to Patreon, its creators, and its products. Specifically, and without limitation, Defendants' conduct diminishes or destroys the exclusivity (and value) of pirated Patreon content, damages Patreon's goodwill, causes users to leave or avoid the platform resulting in lost profits, and diverts valuable company resources to detecting and preventing content piracy.

FIRST CAUSE OF ACTION

Intentional Interference with Contractual Relations

37. Patreon realleges each and every allegation set forth in Paragraphs 1 through 36, inclusive, and incorporates them by reference herein.

38. As described herein, all Patreon users agree to Patreon's Policies to open and maintain a Patreon account. The Patreon Policies form a valid and enforceable contract between Patreon and its users.

39. In relevant part, the Patreon Policies prohibit users from engaging in "data mining," defined as "crawl[ing], scrap[ing] or otherwise index[ing] information on Patreon."

40. Patreon is informed and believes, and on that basis alleges, that Defendants are aware of the contracts between Patreon and its users, and also that Defendants, who are themselves Patreon members and subject to the Policies, are specifically aware of the Policies' prohibition on "data mining."

41. Nevertheless, Defendants have intentionally solicited, encouraged, and induced Patreon users to breach their contracts with Patreon by engaging in "data mining" (*i.e.*, scraping content) from the Patreon website, and Defendants have done so knowing that such activity is a breach of the contracts between Patreon and its users.

42. By inducing Patreon users to breach their contracts, Defendants have intentionally interfered with the contracts between Patreon and its users.

43. As a result of Defendants' actions, Patreon has suffered damage in an amount to be

1 proven at trial.

2 44. Defendants' intentional interference with Patreon's contractual relationship with its users
3 is causing, and unless enjoined and restrained by this Court will continue to cause, irreparable injury to
4 Patreon that cannot fully be compensated or measured in money. Patreon is entitled to temporary,
5 preliminary, and permanent injunctions prohibiting further acts of interference by Defendants.

6 45. Further, Defendants are guilty of oppression, fraud, or malice, thus entitling Patreon to
7 recover exemplary and punitive damages against Defendants, in addition to actual damages.

8 **SECOND CAUSE OF ACTION**

9 **Breach of Contract**

10 46. Patreon realleges each and every allegation set forth in Paragraphs 1 through 45,
11 inclusive, and incorporates them by reference herein.

12 47. On information and belief, each Defendant has assented to, and is bound by, Patreon's
13 Policies, which form the contract between Patreon and Defendants.

14 48. Patreon's Policies prohibit users, including Defendants, from engaging in "data mining,"
15 defined as "crawl[ing], scrap[ing] or otherwise index[ing] information on Patreon."

16 49. Defendants have breached their Patreon Policies contracts with Patreon by engaging in
17 "data mining" (*i.e.*, scraping content) from the Patreon website.

18 50. Patreon has satisfied its own obligations to Defendants under the Patreon Policies.

19 51. As a result of Defendants' breaches, Patreon has suffered damage in an amount to be
20 proven at trial.

21 52. Defendants' breaches are causing, and unless enjoined and restrained by this Court will
22 continue to cause, irreparable injury to Patreon that cannot fully be compensated or measured in
23 money. Patreon is entitled to temporary, preliminary, and permanent injunctions prohibiting further acts
24 of breach by Defendants.

25 **THIRD CAUSE OF ACTION**

26 **Trespass to Chattels**

27 53. Patreon realleges each and every allegation set forth in Paragraphs 1 through 52,
28 inclusive, and incorporates them by reference herein.

54. Patreon's Terms of Use establish that Patreon creators, by posting content on the Patreon

website, grant Patreon a “royalty-free, perpetual, irrevocable, non-exclusive, sublicensable, worldwide license to use, reproduce, distribute, perform, [and] publicly display” their content.

55. By scraping and uploading paywalled Patreon content to the Piracy Website, Defendants have intentionally, and without Patreon’s consent, interfered with Patreon’s right to possess such content, and have diminished or destroyed the value of the pirated content, resulting in damage to Patreon in an amount to be proven at trial.

FOURTH CAUSE OF ACTION

Unfair Competition [Bus. & Prof. Code § 17200]

56. Patreon realleges each and every allegation set forth in Paragraphs 1 through 55, inclusive, and incorporates them by reference herein.

57. The acts and conduct of Defendants described in this complaint constitute unfair competition under California Business & Professions Code § 17200.

58. As a direct and proximate result of Defendants’ unfair competition, Patreon has suffered economic harm, and Defendants have been unjustly enriched, in an amount to be proven at trial.

59. Defendants’ unfair competition entitles Patreon to damages, as well as an order that Defendants must restore to Patreon any money or property attributable to their unfair competition described in this complaint.

60. Defendants’ unfair competition is causing, and unless enjoined and restrained by this Court will continue to cause, irreparable injury to Patreon that cannot fully be compensated or measured in money. Patreon is entitled to temporary, preliminary, and permanent injunctions prohibiting further acts of unfair competition.

61. Further, Defendants are guilty of oppression, fraud, or malice. For that reason, Patreon is also entitled to recover exemplary and punitive damages against Defendants.

FIFTH CAUSE OF ACTION

Unjust Enrichment

62. Patreon realleges each and every allegation set forth in Paragraphs 1 through 61, inclusive, and incorporates them by reference herein.

63. Defendants have obtained an economic benefit in the form of proceeds attributable to their piracy and distribution of paywalled Patreon content.

64. Defendants' piracy and distribution of paywalled Patreon content has damaged Patreon's goodwill, caused users to leave and avoid the platform resulting in lost profits, diminished the value of Patreon content, and diverted valuable company resources to detecting and preventing content piracy.

65. Defendants' retention of proceeds attributable to their illegal and inequitable conduct constitutes unjust enrichment.

66. It would be inequitable and unjust for Defendants to be permitted to retain any of the proceeds attributable to their illegal and inequitable conduct.

67. Patreon is accordingly entitled to equitable relief including restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been obtained by Defendants as a result of the illegal and inequitable conduct alleged in this complaint.

PRAYER FOR RELIEF

Patreon prays that this Court enter judgment in Patreon's favor on each and every claim for relief set forth above and award Patreon relief, including but not limited to an Order:

1. Preliminarily and permanently ordering Defendants, their officers, employees, agents, subsidiaries, representatives, distributors, dealers, members, affiliates, internet service providers, and all persons acting in concert or participation with them, to:
 - a. immediately and permanently disable the Piracy Website, along with any other website(s) that are owned and/or controlled by Defendants and host pirated Patreon content, and provide the Court and Patreon proof of having taken such action;
 - b. immediately and permanently destroy all pirated Patreon content in their possession or control, including but not limited to content that is posted on the Piracy Website and any similar website(s) owned and/or controlled by Defendants, and provide the Court and Patreon proof of having taken such action; and
 - c. immediately and permanently cease violating Patreon's Policies, including its prohibition on "data mining", and instructing or encouraging others to do so.
2. Awarding Patreon monetary relief, including damages sustained by Patreon, in an amount to be determined at trial;
3. Awarding Patreon equitable relief, including restitution and/or disgorgement of all

- 1 revenues, earnings, profits, compensation, and benefits which may have been obtained by
2 Defendants as a result of the illegal and inequitable conduct alleged in this complaint;
- 3 4. Requiring an accounting of any and all economic benefits obtained by Defendants and
4 attributable to the illegal and inequitable conduct alleged in this complaint, and imposing a
5 constructive trust in Patreon's favor over any and all such economic benefits;
- 6 5. Awarding Patreon punitive and exemplary damages in such amount as may be awarded at
7 trial;
- 8 6. Awarding prejudgment interest according to law; and
- 9 7. Awarding such other and further relief as this Court may deem just and appropriate.

10 **JURY TRIAL DEMAND**

11 Plaintiffs hereby demand trial by jury for all causes of action, claims, or issues in this action that
12 are triable as a matter of right to a jury.

13 Dated: November 14, 2022

Respectfully submitted,

THE NORTON LAW FIRM PC

/s/ Nathan Walker

Nathan Walker

Attorneys for Plaintiff
PATREON, INC.